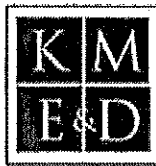


# EXHIBIT E



**KROLL, MCNAMARA, EVANS & DELEHANTY LLP**  
ATTORNEYS AT LAW

MEGHAN A. HAYDEN

Direct: 860.761.1114

Admitted in Connecticut & New York

[mhayden@kmelaw.com](mailto:mhayden@kmelaw.com)

May 17, 2019

VIA EMAIL AND FEDERAL EXPRESS

Richmond Hospitality LLC  
222 Degraw Street  
Brooklyn, NY 11231  
Attn: Sal Faraone

Re: Shaughnessy Capital LLC ("Lender")  
\$9,325,000 mortgage loan (the "Loan")  
Richmond Hospitality LLC ("Borrower")  
110 South Bridge Street, Staten Island, New York (the "Property")

Mr. Faraone:

Be advised that this office is legal counsel to Shaughnessy Capital LLC, a Delaware limited liability company (hereafter "**Lender**"), the current holder of the Note (as defined below) evidencing the above referenced Loan.

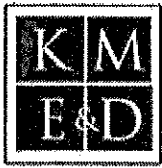
Reference is hereby made to the following documents in connection with the Loan, each of which is given by Borrower and in favor of Lender unless otherwise specified below.

1. Consolidated Amended & Restated Promissory Note in the original principal amount of \$5,225,000 dated December 6, 2018 ("Note A"), Promissory Note "B" in the original principal amount of \$3,650,000 dated December 6, 2018 ("Note B") and a Promissory Note "C" dated December 6, 2018, each as modified and amended (collectively the "**Note**")
2. A Commercial Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing securing each of the aforementioned notes and encumbering Property (collectively the "**Mortgage**")
3. Assignment of Construction Contracts dated December 6, 2018 (the "**Assignment of Contracts**");
4. Environmental Indemnification Agreement dated December 6, 2018 (the "**Environmental Indemnity**");

65 MEMORIAL ROAD • SUITE 300 • WEST HARTFORD, CONNECTICUT 06107 • (860) 561-7070 • FACSIMILE (860) 561-7075  
TEN POST OFFICE SQUARE, 8TH FLOOR • BOSTON, MASSACHUSETTS 02109 • (617) 336-3260 • FACSIMILE (617) 336-3265

PLEASE REPLY TO WEST HARTFORD ADDRESS

[WWW.KMELAW.COM](http://WWW.KMELAW.COM)



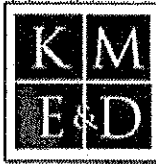
**KROLL, MCNAMARA, EVANS & DELEHANTY LLP**  
ATTORNEYS AT LAW

5. Building Loan Agreement dated December 6, 2018, as amended (collectively the “**Disbursement Agreement**”); and
6. Unconditional Secured Guaranty Agreements dated December 6, 2018 from Sal Faraone, Benedetto Intravia, Hitesh Patel, Nishita Patel, Harshad Patel and Sanjay & Hansa Patel (collectively the “**Secured Guaranty Agreements**”); and
7. Supplemental Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing each dated December 6, 2018 and securing each of the Secured Guaranty Agreements (the “**Supplemental Mortgages**”)

The Note, the Mortgage, the Assignment of Contracts, the Environmental Indemnity, the Disbursement Agreement, the Personal Secured Guaranty Agreements and the Supplemental Mortgages, together with any and all other documents, instruments, certificates and agreements executed or otherwise existing from time to time in connection with the foregoing documents and/or the Loan, including, without limitation, any financing statements, are referred to herein collectively as the “**Loan Documents**”.

Further reference is made to that certain Written Notice dated April 4, 2019 (the “**Written Notice**”) in which Lender notified Borrower that its failure to pay Precision Builders Group Ltd. (“**Precision**”) the amounts due under the Notice of Lien (the “**Mechanics Lien**”) constitutes a default under the Loan Documents and that if such failure continued for a period of thirty (30) days it shall be an “**Event of Default**” under the Loan Documents. The Written Notice demanded that Borrower cause the Mechanics Lien to be released and otherwise to cure the deficiencies referenced therein on or before May 3, 2019 which as of the date hereof has not been satisfied. While it is our understanding that Borrower is contesting the amounts and validity of the Mechanics Lien, the Mechanics Lien remains of record, the Mechanics Lien remains the subject of collection and the Property remains at risk of potential forfeiture or loss. Accordingly, the prerequisites for deferment of payment of the Mechanics Lien set forth in Section 2.2(d) of the Mortgage have not been satisfied.

As a result Borrower’s failure cure the conditions and deficiencies referenced in the Written Notice, and since such failure has continued for a period in excess of thirty (30) days following the Lender’s Written Notice, an “**Event of Default**” has occurred under Note and the other Loan Documents. As a result of the occurrence of an Event of Default under the Loan, Lender shall have the option, in addition to any other rights and remedies available to it under law or in equity, to accelerate the Loan and pursue the foreclosure of the Mortgage and/or the Supplemental Mortgages. In addition, notwithstanding whether Lender elects to accelerate the Loan and commence a foreclosure of the Mortgage and/or Supplemental Mortgages, the principal balance and



**KROLL, MCNAMARA, EVANS & DELEHANTY LLP**  
ATTORNEYS AT LAW

accrued interest under the Loan shall hereafter bear interest at the default rate specified in the Note. Further, as a consequence to the occurrence of an Event of Default under the Loan Documents, Borrower shall be responsible for any and all additional costs and expenses incurred by Lender in connection with the Event of Default referenced herein and its enforcement of the Loan Documents (which shall include, but not be limited to, payment of Lender's attorney's fees). Finally, this letter shall service as notice that as a consequence of the Event of Default, Lender reserves its right to pursue personal liability against the Borrower to the fullest extent permitted under the Loan Documents.

This notice shall in no way be deemed to obligate Lender to give Borrower, any other party in receipt of this letter, or anyone else, any other notices of any kind in connection with the Loan. All waivers contained in the Loan Documents, including without limitation, waivers of notice or demand, remain in full force and effect and shall not be deemed to have been waived by Lender, or otherwise affected, as a result of Lender's prior actions or Lender's delivery of this letter. This letter further constitutes notice to Borrower and all other parties in receipt hereof that Lender expects prompt and strict compliance with the terms of the Loan Documents. The above description of the Loan Documents is for information and convenience only and shall not be deemed to limit, amplify, modify or otherwise affect the terms of the Loan, or Lender's rights, or Borrower's obligations, with respect to the Loan. Other defaults or Events of Default under the Loan Documents may exist or be discovered and Lender does not waive any of its rights and remedies by not listing the same in this Letter.

Should you have any questions or comments relating to the foregoing, please contact me at the address or telephone number above.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read 'Meghan A. Hayden'.

Meghan A. Hayden

cc: Bastian Rose  
Benedetto Intravia  
Hitesh Patel  
Nishita Patel,  
Harshad Patel  
Sanjay & Hansa Patel